

SCHEDULES FOR MASTER AGREEMENT FOR LICENSED SOFTWARE, HARDWARE AND SERVICES

The attached Schedules Numbered IN2005.008.01 are made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2005.008 between Manatron, Inc. and the undersigned Customer (the "Agreement").

By and Between	And
MANATRON, INC. 510 E. Milham Avenue Portage, Michigan 49002 ("Manatron")	JAY COUNTY, INDIANA 120 W. Main Street Portland, Indiana 47371 ("Customer")
Attention: <u>Vicky Mergen, Contract Administration</u> Telephone No.: <u>(866) 471-2900 ext. 197</u> Fax No.: <u>(269) 567-2930</u> E-mail Address: <u>vicky.mergen@manatron.com</u>	Attention: <u>Ms. Freda Corwin</u> Telephone No.: <u>(260) 726-6937</u> Fax No.: <u>(260) 726-6933</u> E-mail Address: <u>fcorwin@co.jay.in.us</u>

The parties have executed these Schedules as of the dates set forth below their respective signatures.

MANATRON, INC.

By: Paul Sylvestre
(Signature)

Its: President/CEO
(Title)

Date: December 28, 2005

Witnessed: Matthew Henry
(Signature)

Date: December 28, 2005

JAY COUNTY, INDIANA

By: Mike M. Miller Jr.
(Signature)

Its: Pres. Jay Co. Commissioners
(Title)

Date: 12-19-05

By: Gary Themer
(Signature)

Its: JAY Co. Commissioner
(Title)

Date: 12-19-05

By: Kathleen D. Parr
(Signature)

Its: JAYCO. Commissioner
(Title)

Date: 12-19-05

Witnessed: Freda Corwin

Date: 12-19-05

SIGNATURE PAGE

Date: December 9, 2005 tl

SOFTWARE SCHEDULE FOR JAY COUNTY, INDIANA

Schedule No. IN2005.008.01 to the Master Agreement for Licensed Software, Hardware and Services.

This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2005.008 between Manatron, Inc. and the undersigned Customer (the "Agreement").

SOFTWARE					
Software Description	Model Number	QTY	Unit Price	Total Price	Office
Manatron Tax	MVPTAX	10	\$ 5,000.00	\$ 50,000.00	Auditor
- Billing and Collections			Included		
- Property Maintenance					
- Cashiering					
- Distribution with Settlement					
- Delinquency					
Manatron Tax Inquiry Only	MVPTAX	6	\$ 1,000.00	\$ 6,000.00	Auditor
Software Allowance		1	\$ (21,875.00)	\$ (21,875.00)	N/A
Total Software Fees:					\$ 34,125.00

SOFTWARE USE RESTRICTIONS: Ten full users and six inquiry only.

TERM OF SOFTWARE SCHEDULE: This Schedule shall expire upon the completion of the installation of the Software and the payment of all fees as specified in this Schedule.

Date: December 9, 2005 tl

MAINTENANCE AND SUPPORT SERVICES SCHEDULE FOR JAY COUNTY, INDIANA

Schedule No. IN2005.008.01 to the Master Agreement for Licensed Software, Hardware and Services.

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SOFTWARE SUPPORT SERVICES			
Software Product	Model Number	Annual Price	Office
Manatron Tax	MVP-TAX-S	\$ 23,888.00	Auditor
- Billing and Collections			
- Property Maintenance			
- Cashiering			
- Distribution with Settlement			
- Delinquency			
Manatron Tax Inquiry Only			
Database Administration		Included	
Total Software Support Services Fees:			\$ 23,888.00

CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE OR SUPPORT.

THIRD-PARTY SOFTWARE SUPPORT: Manatron will be the primary interface through direct communications with vendors, manufacturers and service providers of the Third-Party Software. As part of first-level support, Manatron shall diagnose errors or problems reported by Customer. If the errors or problems are determined by Manatron to be related to the Third-Party Software, Manatron shall contact the appropriate service to provide for the Third-Party Software and to provide assistance in connection with the resolution of the error or problem.

TERM OF SUPPORT SERVICES SCHEDULE: Support Services shall commence on the first of the month next following Installation and shall continue for an initial period of thirty-six (36) months. This Schedule shall renew automatically for additional terms of twelve (12) months unless either party provides the other written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent twelve-month term. If Support Services are discontinued by Customer or terminated for any period, and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fee.

DELAYED BILLING FEES: If Customer is billed on a monthly or quarterly basis for Software Support Services Fees, Customer shall pay Manatron an annual delayed billing fee equal to the greatest of 5% of the total Software Support Services or Three Hundred Dollars (\$300.00). The delayed billing fee may be paid in equal monthly installments.

Date: December 9, 2005 tl

PROFESSIONAL SERVICES SCHEDULE FOR JAY COUNTY, INDIANA

Schedule No. IN2005.008.01 to the Master Agreement for Licensed Software, Hardware and Services.

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PROFESSIONAL SERVICES						
GENERAL DESCRIPTION OF SERVICES	Model Number	Days/QTY	Unit Price	Total Price	Office	Estimated Completion Date
Conversion - one year of data only*	CONV	1	\$ 13,000.00	\$ 13,000.00	Auditor	TBD
Total Professional Services Fees:				\$ 13,000.00		

TERM OF PROFESSIONAL SERVICES SCHEDULE:***Conversion**

Manatron will provide conversion services to "move" one year of current data from the County's present system to Manatron's. All data must be delivered in Manatron's prescribed format. If not delivered to Manatron in prescribed format then conversion will be billed at the then current rate in effect plus travel related expenses. Only Manatron application software data will be converted. Data maintained in any third party software product (Fasport, word processing, spreadsheet, etc.) will be re-entered by the Customer.

CABLING/ NETWORKING - Not included in contract

The County has the following options:

1. Manatron will provide a certified subcontractor on-site.
2. County is responsible for cabling networking or hiring a certified subcontractor

CONSULTATION/TRAINING SERVICES				
DESCRIPTION	Model Number	Days/QTY	Total Price	Office
Manatron Tax Training Migration Services <i>Installation</i>	TRNG	15	\$ 15,000.00	Auditor
Total Consultation/Training Services Fees:		20	\$ 15,000.00	

All Professional & Consultation/Training Services Fees are quoted at the current rate and are subject to increase without notice.

PROFESSIONAL & CONSULTATION/TRAINING SERVICES PAYMENT TERMS: Professional & Consultation/Training services fees are due and payable after Manatron performs such service in accordance with Manatron's invoice(s) that shall be sent to the Customer. Travel-related expenses associated with Manatron's Professional & consulting/training services are included.

ADDITIONAL PROFESSIONAL CONSULTATION/TRAINING SERVICES PAYMENT TERMS: Manatron shall provide professional & training services to Customer in the amounts identified above. Any additional Professional or Training days requested by Customer shall be billed, as used, at the rate in effect at the time of service. Customer is responsible for all travel-related expenses associated with Manatron's Professional & consulting/training services.

GENERAL PROVISIONS:

- (1) Customer shall provide a suitable room or space where training can be conducted in an uninterrupted manner;
- (2) All Customer personnel to be trained should have adequate job coverage to ensure uninterrupted training sessions;
- (3) Up to six hours of training are included in a "full day" of training;
- (4) Customer acknowledges the importance of receiving the training provided herein and shall use all commercially reasonable efforts to ensure that said training is fully completed;
- (5) Manatron recommends one (1) person per PC/Terminal; and
- (6) Class size not to exceed twelve (12) trainees.

Date: December 9, 2005 tl

SUMMARY SCHEDULE FOR JAY COUNTY, INDIANA
Schedule No. IN2005.008.01

ONE TIME FEES	
DESCRIPTION	Total Price
SOFTWARE	\$ 34,125.00
PROFESSIONAL SERVICES (Billed as Used)	\$ 28,000.00
Total One Time Fees - Plus Freight:	\$ 62,125.00

Payment Terms for One Time Fees: Manatron will invoice 100% of the Hardware and Third Party Software upon receipt by Customer. Manatron shall invoice 25% of the Software on agreement execution (signing), 60% on the Installation Date and 15% on Acceptance, in accordance with Section 8.1 of the Master Agreement. Professional Services fees are due and payable after Manatron performs such service in accordance with Manatron's invoice(s) that shall be sent to the Customer. Travel-related expenses associated with Manatron's consulting/training services are included. The fees set forth in this Agreement do not include any amounts for taxes. Unless Customer provides Manatron with proof of exemption therefrom, Customer shall pay all applicable taxes levied by any tax authority based upon this Agreement, the Software, Hardware and/or any Professional Services performed by Manatron, excluding any taxes based upon Manatron's income.

It shall be Customer's sole obligation to challenge the applicability of any tax. If Customer shall become subject to tax at any time following the execution of this Agreement, Manatron shall have the right to assess the tax liability applicable under this Agreement to Customer and Customer agrees to pay Manatron for such tax liability within thirty (30) days after receiving written notice of such tax liability from Manatron.

ONGOING FEES	
DESCRIPTION	Total Price
SOFTWARE SUPPORT SERVICES	\$ 23,888.00
Total Ongoing Fees:	\$ 23,888.00

Payment Terms: Hardware Maintenance Services shall be invoiced annually, in advance, commencing on the first day of the month next following the date of Hardware installation or the commencement of Hardware Maintenance Services; whichever is earlier. If Manatron utilizes a third-party equipment maintenance services provider, Manatron shall be entitled to change any price charged to Customer for Hardware maintenance services upon thirty (30) days prior (to the next invoicing cycle) written notice in order to pass through to the Customer any price increases or decreases which the Hardware maintenance services provider may from time to time make. Manatron shall be entitled to increase any price charged to Customer for Hardware maintenance services provided by Manatron upon thirty (30) days prior written notice to Customer, no more than once every twelve (12) month period under this Agreement.

Payment Terms: Software Support: Support fees are due and payable in advance of each annual term and subject to increases as defined in section 8.2 of the Master Agreement.

Date: December 9, 2005 tl

APPENDIX A

HARDWARE REQUIREMENTS

Server Components	Minimum Requirements	Recommended Configuration
Processor:	3GHz Intel Xeon	Dual 3.6GHz Intel Xeon
Memory:	1GB of RAM (servers not running an RDBMS) 2GB of RAM (servers running an RDBMS)	1GB of RAM (servers supporting one application) 2GB of RAM (servers supporting multiple applications)
Disk Subsystem:	Wide Ultra160 RAID Controller RAID Level 5 Drive (Three or more 10,000 RPM Disk Drives) 24x CD-ROM Drive 20/40GB DLT Tape Drive	Wide Ultra320 RAID Controller(s) RAID Level 1 Drive (Two 15,000 RPM Disk Drives) Operating system and memory swap file RAID Level 1 Drive (Two 15,000 RPM Disk Drives) RDBMS Logs RAID Level 5 Drive (Three or more 15,000 RPM Disk Drives) RDBMS Data and Image Data Redundant Power Supply 40/80 DLT Tape Drive or Library
Software:	Windows 2000 or Windows 2003 Server SQL Server 2000 Veritas Backup Exec 9.x PCAnywhere 11.x	eTrust Antivirus

Workstation Components	Minimum Requirements	Recommended Configuration
Hardware:	2.8 GHz Pentium IV 512MB of RAM 17" Monitor (1024x768 resolution) 20GB Disk Drive 100Mbit PCI bus Ethernet Card 24X CD-ROM Drive	3.6 GHz Pentium IV 1GB of RAM 19" Monitor (1024-768 resolution) 40GB Disk Drive 100Mbit PCI bus Ethernet Card DVD-ROM Drive
Software:	Windows 2000 Professional PcANYWHERE (one host per office)	Windows XP Professional Snagit, PrintKey, or other equivalent screen capture utility Crystal Reports

Network Components	Minimum Requirements	Recommended Configuration
Network:	Category 5 UTP cable ran to each Ethernet device 100Mbit Switched Ethernet for all devices	

APPLICATION SPECIFIC SPECIFICATIONS (CUSTOMER is responsible for site preparation and for providing a dedicated phone line)

Application	Minimum Requirements	Recommended Configuration
Manatron Tax	Printers: HP 4250N w/additional 128MB Epson TM-U675P validator (receipting options) Scanners: Metrologic 9520 w/keyboard wedge	Printers: HP 8150DN w/additional 128MB highly recommended for printing tax bills